

# SCOTT HEMPLING

ATTORNEY AT LAW LLC

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## Professional Service Agreement

This is an agreement between Scott Hempling, Attorney at Law LLC (Hempling) and the South Carolina Department of Administration (Admin). Hempling is a member of the Bars of District of Columbia and Maryland, but not of South Carolina.

By this agreement Admin retains Hempling as an independent contractor, to advise Admin on implementing a Joint Resolution identified as House bill 4287 (S.C. General Assembly H.4287, 123rd Session, 2019-2020) signed into law on May 22, 2019, relating to the future of Santee Cooper. Hempling will advise Admin on energy policy and law, on procuring appropriate consultants and experts, on developing solicitations for sale and requests for proposals, on appropriate skill sets and criteria for assessing proposals, in explaining technical issues, in addressing interactions between proposal terms and state and federal statutes, and on other matters as determined by Admin.

Admin will compensate Hempling at \$345 per hour, billable monthly in quarter-hour increments, and payable within a reasonable time of receiving Hempling's invoice, which he may email to a person designated by Admin. Admin will follow its normal procedure in processing Hempling's invoices and will not unreasonably delay payment due Hempling. With Admin's permission Hempling may use on this contract other professional employees, provided their hourly rates are approved by Admin and do not exceed Hempling's. Admin will reimburse Hempling's reasonable expenses, if approved by Admin in advance and not to exceed standard levels for state contractors.

Admin may impose budget caps on particular assignments. Admin will designate one or more persons to be Hempling's contact for purposes of approving or clarifying assignments.

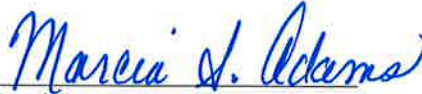
Hempling will sign any necessary non-disclosure agreement provided by Admin. The agreements will prohibit, among other things, Hempling from communicating with members of the General Assembly, the Governor, and their respective staffs, while this agreement is pending (and afterwards to the extent Admin requires), except to the extent the law allows and Admin requires such communication. Should Admin approve Hempling's use of other professional employees, Hempling will ensure that those employees sign a non-disclosure agreement provided by Admin. Hempling will also sign a Procurement/Solicitation Integrity Representations and Restrictions form which will be provided by Admin. Should Admin approve Hempling's use of other professional employees, Hempling will ensure that those employees sign a Procurement/Solicitation Integrity Representations and Restrictions form.

Either party may terminate this contract by notifying the other by email; provided that after receiving such notice Admin may require Hempling prior to termination to carry out or complete any assignment for which Hempling had already incurred costs.

Dated: 6/3/2019



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Scott Hempling



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Marcia S. Adams, Executive Director  
For South Carolina Department of Administration